

June 2, 2010

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*To improve health
through leadership,
service and education.*

Dear Prospective Proposers:

ADDENDUM NO. 2 TO REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR REFERENCE MEDICAL LABORATORY SERVICES

On April 28, 2010, the Department of Health Services (DHS) released an RFSQ for the provision of as-needed medical laboratory services.

As indicated in the RFSQ, Paragraph 1.8, County Rights and Responsibilities, the County may amend the RFSQ by written addendum. Addendum No. 2 is issued to provide corrections that have been made in accordance to RFSQ requirements.

CORRECTIONS:

1. RFSQ, Appendix H, Paragraph 8.25, Health Insurance Portability and Accountability Act of 1996 (HIPAA), shall be amended to read as follows:

“8.25 Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and Clinical Health Act

8.25.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, and Title XIII and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-005), entitled the Health Information Technology for Economic and Clinical Health (HITECH) Act. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 8.25.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands



and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

8.25.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security.

8.25.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure."

2. RFSQ, Appendix H, Statement of Work, Exhibit J, shall be deleted in its entirety.

Please note that the deadline for qualified providers to submit a response has been extended to 2:00 p.m. (PT), Friday, June 11, 2010.

This concludes Addendum No. 2. There are no other modifications to the RFSQ.

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